

# **ORDINANCE FOR THE CREATION & REGULATION OF OWLS HEAD CEMETERY**

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**TOWN OF OWLS HEAD**

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Adopted - August 17, 2009

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## **SECTION 1. PURPOSE AND APPLICABILITY**

For the mutual protection of lot easement holders and the cemetery as a whole, an ordinance is hereby enacted to create the Owls Head Cemetery and to govern the role of the Town of Owls Head in the use and regulation of the Owls Head Cemetery, which is located at the corner of Dublin Road and Ash Point Drive on land owned by the County of Knox. This ordinance is only applicable to the said Owls Head Cemetery. This ordinance, together with such rules and regulations as may be enacted by the County of Knox, the State of Maine and the federal government of the United States, as may hereafter be amended, are intended to assist in establishing and maintaining this cemetery as a peaceful and beautiful area, as well as a reverent symbol of respect for the deceased.

## **SECTION 2. CEMETERY BOARD**

Hereinafter the Town of Owls Head shall be referred to as the Town, The Board of Selectmen shall act as the Cemetery Board and hereinafter shall be referred to as the Board and the Owls Head Cemetery may be referred to as the Cemetery.

## **SECTION 3. BURIAL RIGHT EASEMENT IN AND TO LOTS**

There shall be an official plot plan of the Cemetery on which all lots shall be numbered. This plot plan shall be recorded in the Knox County Registry of Deeds.

The right to be buried in the Cemetery shall be conferred by the granting by deed of a Burial Right Easement (hereafter Easement) from the County of Knox, which shall be in the form of Appendix A to this ordinance. All Easements shall be designated by lot number and shall give reference to the official plot plan. A person wishing to purchase an Easement shall apply to do so by completing a written application in the form of Appendix B to this ordinance, and paying to Town Treasurer the full amount of the lot easement and perpetual care price. Funds received from the applicant shall be held in escrow by the Town Treasurer pending receipt of a completed Easement Deed from the County of Knox. The funds held in escrow shall nonrefundable except as provided below.

Upon receipt of the completed application and payment the Town shall prepare an Easement Deed which may be signed by any one of the Selectmen on behalf of the Town. The applicant shall be notified that the Easement Deed has been prepared, and the applicant must sign the Easement Deed within fifteen (15) days of the mailing of this notification. Upon being signed by the applicant the Easement Deed shall be sent to the Administrator of the County of Knox to be signed. Upon being completed by the County Administrator, the funds paid by the applicant shall be disbursed from escrow and the Easement Deed shall be recorded in the Knox County Registry of Deeds. If the Easement Deed is not completed by the Town and County of Knox within thirty (30) days of receipt of funds, the funds shall be returned to the applicant and the application shall be treated as denied.

Easements shall be allocated as follows:

- a) Residents and non-residents will be allowed to purchase Easements at the Cemetery.
- b) Upon approval of the Owls Head Selectmen, interest in said lots may be sold back to the Town of Owls Head for the original purchase price.

All interments in lots shall be restricted to holders of Easements and members of the immediate family of holders unless otherwise approved. Lot holders must request permission from the Board, in writing, to bury persons not immediate members of the family.

#### **SECTION 4. LOT REQUIREMENTS**

No lot will be sold without perpetual care. The Fees are as follows:

<u>Lot Size</u>	<u>Lot Price</u>	Resident		Non-Resident	
		<u>Perpetual Care</u>		<u>Lot Price</u>	<u>Perpetual Care</u>
Single Grave	\$200 +	\$300=	\$500	\$400 +	\$600=\$1,000
Double Grave	\$300 +	\$400=	\$700	\$600 +	\$800=\$1,400
Cremains	\$100 +	\$300=	\$400	\$200 +	\$600=\$800

Additional fees may be charged for the opening of graves and other services not related to perpetual care. All fees shall be established by the Board. Fees will be reviewed annually.

#### **SECTION 5. USE OF FEES**

The lot fees are to be used by the Town to make annual lease fee payments to Knox County and for the funding of proposed future expansion of the Owls Head Cemetery.

The Perpetual Care fees are to be invested by the Town and only used for the cost of caring for lots, such as mowing grass, raking and other areas of maintenance as proscribed by the Town to maintain overall good appearance and conditions.

#### **SECTION 6. INTERMENTS**

- (A) Interments are to be handled only by funeral directors licensed by the State of Maine.
- (B) No interment shall be made until the Town has been furnished a permit, such as may be required by the laws of the State of Maine, together with an order from

the owner of record of the lot, in which interment is to be made or from their legal representative. No interment is to be made until fees for opening the grave has been paid in full. The fees for opening all graves will be established by the Town Selectmen.

- (C) The graves in this cemetery shall be used for the purpose of human burial only. All burials are to be made under the charge of the Cemetery Sexton.
- (D) All interments in lots shall be restricted to Easement holders and members of their immediate families, unless otherwise approved. Lot holders must request permission from the Board, in writing, to bury persons not immediate members of the family.
- (E) Only one body will be allowed per grave with the exception of the following:
  - a. Two cremations will be allowed per grave (in the cemetery section).
  - b. An infant with mother or father.
- (F) For all disinterments, a funeral director licensed by the State of Maine must be engaged to ensure compliance with relevant Maine state laws.
- (G) CREMATION
  - a. Lots in cremation section and burial section to contain no more than two urns.
  - b. The scattering of ashes within the boundaries of the Cemetery is prohibited.

## **SECTION 7. MONUMENTS**

- (A) No memorial stones or crosses of the upright nature will be allowed.
- (B) Headstones will be used to mark the burial site. Headstones are to be of a uniform measuring of twenty-four (24) inches long, fourteen (14) inches wide, and twelve (12) inches high.
- (C) A full foundation is required for the placement of headstones.
- (D) Headstones must be set flush with the ground.
- (E) The Perpetual Care of lots does not include the repair, maintenance, or replacement of any marker or headstone except as such work is done in normal care.

## **SECTION 8. TREES, SHRUBS AND FLOWERS**

- (A) The planting of trees and shrubs on cemetery premises by lot easement holders is prohibited.
- (B) The planting of flowers is prohibited. Flowers in containers are permitted.
- (C) Town Employees shall have the right to remove all flowers, when in their judgment the flowers become unsightly, faded or wilted.
- (D) Ornamentation is not encouraged. Ornamentation that prevents convenient maintenance is prohibited and may be removed by Town Employees.

## **SECTION 9. GENERAL RULES AND REGULATIONS**

- (A) The cemetery will be open from sunrise to sunset.
- (B) No person shall walk upon or across lots or lawns unless it is necessary to gain access to a particular lot.
- (C) The Town disclaims responsibility for property damage or injury sustained by any person violating these rules.
- (D) Persons visiting the cemetery are prohibited from picking any flowers, damaging the grounds, or from writing upon, defacing or injuring any memorial, fence or other structure within the ground of the cemetery.
- (E) No person shall discard or dispose of any article in the cemetery.
- (F) Motor cars and other vehicles must be kept under control at all times.
- (G) Animals, bicycles, motorcycles, motorbikes, snowmobiles and all terrain vehicles are prohibited within the cemetery.
- (H) The bringing of firearms into a cemetery, except by military escort, is prohibited. The discharge of or carrying of any weapons, such as bow and arrow, air rifles, slingshots, or the hurling of rocks or pellets is strictly prohibited except in a military ceremony.
- (I) The Cemetery Board may adopt and enforce such additional rules and regulations as are necessary to carry out the terms of this ordinance.

**SECTION 10. ENFORCEMENT**

Violation of this ordinance shall be a civil violation, punishable by fines up to \$100 per violation, which may be recovered by court action, and the Town may also seek injunctive relief to prevent or stop violations.

**SECTION 11. CERTIFICATION OF ADOPTION**

We hereby attest that this is a true copy of the ORDINANCE FOR THE CREATION AND REGULATION OF THE OWLS HEAD CEMETERY for the Town of Owls Head, Maine, duly adopted at an Annual Town Meeting held on August 17, 2009.

Selectmen: R. L. L.

Nancy Colson

Linda Fox

Attest to: Susan A. Colson  
Town Clerk

Date: 8/17/09

## **APPENDIX A**

### **BURIAL RIGHTS EASEMENT**

The County of Knox (which may hereafter be referred to as “County”), a political subdivision of the State of Maine, for consideration paid grants to \_\_\_\_\_ (who may hereafter be referred to as Grantee”), of Owls Head, Knox County, Maine, a burial rights easement in and to Lot \_\_\_\_ situated in the Owls Head Cemetery in the Town of Owls Head Knox County, Maine. Reference is made to the plot plan of the Owls Head Cemetery dated \_\_\_\_\_ and recorded in \_\_\_\_\_.

Under this easement grantee, his heirs and assigns, shall have the right to inter the remains of one human body in said Lot in perpetuity and the County shall permit use and care of such Lot in accordance with agreements reached between Grantee and the proprietors of the Owls Head Cemetery, subject however, to the following conditions:

Agreements with United States: Change in use of Airport. This Easement shall be subordinate to the provisions of any existing or future agreement (a “Federal Agreement”) between the County and the United States relative to the use operation or maintenance of the Knox County Regional Airport (Airport), the execution of which has been or may now or hereafter be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Grantee hereby agrees that to the extent that any such Federal Agreement shall affect Grantee and its use of the Premises and the Airport, Grantee and Grantee’s heirs and assigns, shall act in compliance therewith if the County is compensated an amount certain for land occupied by Grantee’s Lot, then that a proportional amount shall be paid to the Grantee. If Grantee fails to be in compliance with any such Federal Agreement then Grantee shall be in default and the County may enter the premises and disinter any remains from the Lot, and, if such remains are not claimed by Grantee, or Grantee’s heirs or assigns, may dispose of such remains in any lawful manner.

Rules and Regulations. By acceptance of this instrument the Grantee, and the Grantee’s heirs and assigns, agrees to comply with all rules and regulations of Knox County Regional Airport, local, state and Federal laws, rules and regulations, the County’s Storm Water Pollution Prevention Plan and Spill Prevention Plan and Control Countermeasures Plan. A listing including updated of said Plans will be made available to Grantee by County including: Title, Effective Dates, location or originals and/or copies for study in order to effect compliance. Said listing shall be made available to Grantee and kept current by County and will be maintained in the Airport Manger’s office. By acceptance of this instrument the Grantee, and the Grantee’s heirs and assigns, also agrees to comply with the ordinances and regulations of the Town of Owls Head regulating the use of the cemetery; provided, however, that compliance with the ordinances and regulations of the Town of Owls Head will be subordinated to compliance with the aforesaid state, Federal and County of Knox laws, rules, regulations and plans.

The grantee understands this parcel is subject to aircraft over-flight. The landlord further imposes a maximum height restriction above the ground of any obstacle



to that of 15 feet within leased premises which includes structures as well as trees, plants, poles or monuments.

The Town of Owls Head hereby joins in this instrument to release its leasehold interest to the easement being granted herein.

Witness our hands and seal this \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_.

Witness

\_\_\_\_\_

\_\_\_\_\_  
Grantee

County of Knox

\_\_\_\_\_

By: \_\_\_\_\_

Andrew L. Hart, County Administrator

Town of Owls Head

\_\_\_\_\_

By: \_\_\_\_\_

STATE OF MAINE

County of Knox, ss

\_\_\_\_\_, 20\_\_\_\_

Personally appeared the above-named \_\_\_\_\_,  
Grantee, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

Printed Name:

My Commission Expires:

STATE OF MAINE

County of Knox, ss

\_\_\_\_\_, 20\_\_\_\_

Personally appeared the above-named \_\_\_\_\_,  
duly authorized County Administrator of the County of Knox, and acknowledged the  
foregoing instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public  
Printed Name:  
My Commission Expires:

STATE OF MAINE  
County of Knox, ss

\_\_\_\_\_, 20\_\_\_\_

Personally appeared the above-named \_\_\_\_\_,  
Duly authorized Selectman of the Town of Owls Head, and acknowledged the foregoing  
instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public  
Printed Name:  
My Commission Expires:

## **APPENDIX B**

### **APPLICATION FOR BURIAL RIGHT EASEMENT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Lot No. requested: \_\_\_\_\_

Price:

Lot applied for:

Persons to buried in lot: \_\_\_\_\_

The Town of Owls Head leases the land that composes the Cemetery from the County of Knox. Under the Burial Rights Easement the applicant, and the applicant's heirs and assigns, shall have the right to inter the remains of one human body in said Lot in perpetuity and the County shall permit use and care of such Lot in accordance with agreements reached between Applicant and the proprietors of the Owls Head Cemetery, subject however, to the following conditions:

Agreements with United States: Change in use of Airport. This Easement shall be subordinate to the provisions of any existing or future agreement (a "Federal Agreement") between the County and the United States relative to the use operation or maintenance of the Knox County Regional Airport (Airport), the execution of which has been or may now or hereafter be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Applicant hereby agrees that to the extent that any such Federal Agreement shall affect Applicant and its use of the Premises and the Airport, Applicant and Applicant's heirs and assigns, shall act in compliance therewith if the County is compensated an amount certain for land occupied by Applicant's Lot, then that a proportional amount shall be paid to the Applicant. If Applicant fails to be in compliance with any such Federal Agreement then Applicant shall be in default and the County may enter the premises and disinter any remains from the Lot, and, if such remains are not claimed by Applicant, or Applicant's heirs or assigns, may dispose of such remains in any lawful manner.

Rules and Regulations. By signing this application the Applicant, and the Applicant's heirs and assigns, agrees to comply with all rules and regulations of Knox County Regional Airport, local, state and Federal laws, rules and regulations, the County's Storm Water Pollution Prevention Plan and Spill Prevention Plan and Control Countermeasures Plan. A listing including updated versions of said Plans will be made available to Applicant by County including: Title, Effective Dates, location or originals and/or copies for study in order to effect compliance. Said listing shall be made available to Applicant and kept current by County and will be maintained in the Airport Manager's

office. By acceptance of this instrument the Applicant, and the Applicant's heirs and assigns, also agrees to comply with the ordinances and regulations of the Town of Owls Head regulating the use of the cemetery; provided, however, that compliance with the ordinances and regulations of the Town of Owls Head will be subordinated to compliance with the aforesaid state, Federal and County of Knox laws, rules, regulations and plans.

The applicant understands this parcel is subject to aircraft over-flight. The County further imposes a maximum height restriction above the ground of any obstacle to that of 15 feet within leased premises which includes structures as well as trees, plants, poles or monuments.

The funds paid by the applicant shall be held in escrow, and they shall be nonrefundable except as provided below. Upon receipt of the completed application and payment the Town shall prepare an Easement Deed which may be signed by any one of the Selectmen on behalf of the Town. The applicant shall be notified that the Easement Deed has been prepared, and the applicant must sign the Easement Deed within fifteen (15) days of the mailing of this notification. Upon being signed by the applicant the Easement Deed shall be sent to the Administrator of the County of Knox to be signed. Upon being completed by the County Administrator, the funds paid by the applicant shall be disbursed from escrow and the Easement Deed shall be recorded in the Knox County Registry of Deeds. If the Easement Deed is not completed by the Town and County of Knox within thirty (30) days of receipt of funds, the funds shall be returned to the applicant and the application shall be treated as denied.

Witness Applicant's hand and seal this \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_.

Witness

\_\_\_\_\_

\_\_\_\_\_

Applicant